

Intellectual Property Rights (IPR) Policy of the PROFIBUS Nutzerorganisation e.V. (PNO)

1. Introduction

The PNO has drawn up the following IPR policy as a basis for dealing with copyrights and industrial property rights within the context of Technical Committees and Working Groups. The work undertaken by the Technical Committees (TC) and Working Groups (WG) is aimed at producing results (documents, software) that can be used by PNO members or other associated regional organizations (RPA) and integrated into products. However, the work they do can sometimes involve issues of **copyright** or industrial property rights (**patents and utility models respectively their applications**).

The PNO aims to ensure that the results of the aforementioned work are made available to PNO members without license fees being charged. This IPR policy applies to all technologies specified by the PNO.

2. Definitions

- **Member** refers to a legal person, a partnership or a natural person as defined by § 3 of the PNO bylaws or by the bylaws of some other associated regional organization (RPA).
- **Working Group** refers to a PNO expert group; **Technical Committee** refers to a PNO expert committee made up of **Member** representatives (participants) and, where applicable, guests.
- **PNO specification/document** refers to the technical description of a PNO standard that has been drawn up by a Working Group or Technical Committee (e.g., PROFINET or PROFIsafe) and which is available to all members as well as to non-members.
- **Product** in this context refers to a product that complies with a PNO specification/document.
- **Process** in this context refers to a process that complies with a PNO specification/document.
- **Intellectual property rights** refer to **copyright** and/or **patents and/or utility models** (industrial property rights) and/or **patent applications and/or utility models applications**, but not to registered design patents or trademarks and designs or trademarks applications.

- **Relevant intellectual property right** refers to an **intellectual property right** that is absolutely indispensable to implement a **PNO specification/document**. Within the context of realizing a **product or process** based on the **PNO specification/document**, any unauthorized use would result in the relevant intellectual property right being infringed.
- **Call for experts** refers to the action of informing all members that a new topic is to be addressed by a Working Group and inviting them to participate in the Working Group concerned.

3. Regulations

The rights granted on the basis of this IPR policy apply exclusively to technologies specified by the PNO (PNO specification/documents) and only to the extent that such rights are indispensable for implementation.

3.1 Information about relevant intellectual property rights

Members must register their **own** relevant intellectual property rights with PNO within 6 months starting at “Call for Experts” in respect of any topics described as part of the call. The form enclosed in the annex of this IPR policy shall be used for this purpose. The PNO shall provide participants/members with a list of any relevant intellectual property rights that have been registered.

Should a member fail to notify the PNO of a relevant intellectual property right within the specified period, the PNO shall, free of charge, automatically be granted a worldwide, non-exclusive, permanent and irrevocable right to use. PNO is free to grant a license to its members and these rights shall persist even after the licensor has terminated his membership and/or the relevant intellectual property right has been transferred to a third party. PNO shall automatically grant a license to its members in accordance with the terms of the above clause. Such grant of license does not entitle members to transfer the rights to third parties or to sublicense such right. Exception: Members shall be entitled to grant a sublicense to third parties, only for the purpose of producing or developing products and/or processes on behalf of the member concerned.

Furthermore, members shall inform the PNO of any relevant intellectual property rights pertaining to **third parties** of which they are aware.

3.2 Terms of use

In principle, members shall grant PNO a worldwide, non-exclusive, free of charge, permanent and irrevocable right to use. PNO is free to grant a license to its members and these rights shall persist even after the licensor has terminated his membership and/or the relevant intellectual property right has been transferred to a third party. PNO shall automatically grant a license to its members in accordance with the terms of the above clause. Such grant of license does not entitle members to transfer the rights to third parties or to sublicense such right. Exception: Members shall be entitled to grant a sublicense to third parties, only for the purpose of producing or developing products and/or processes on behalf of the member concerned.

Within the period specified in Clause 3.1, a member shall, in exceptional circumstances, e.g., if license agreements are already in place or on a case-by-case basis if justifiable reasons are given (see form for registering a relevant intellectual property right in the annex), also be entitled to proceed as follows in respect of a relevant intellectual property right:

- Refuse to grant a license in accordance with this IPR Policy to the PNO members, or
- Offer a license in exchange for reasonable and non-discriminatory (RAND) license fees, the terms of which must be negotiated. The PNO Advisory Board shall decide how to proceed in the event of such an offer being made.

Should the license offer be accepted, the member concerned shall, as the proprietor of the relevant intellectual property right, enter into the relevant license agreements with any interested members.

In both cases, the PNO shall inform its members accordingly without delay.

3.3 Copyrights

In the event that a member should either knowingly or unknowingly introduce copyright documents and/or software into a Working Group, the member concerned shall grant PNO a worldwide, non-exclusive, free of charge, permanent and irrevocable right to use, which shall persist even after the licensor has terminated his membership and/or the relevant intellectual property right has been transferred to a third party. These rights shall comprise the following entitlements:

- PNO shall be entitled to use and modify the documents and/or software and to reproduce them in either their original or modified states.
- PNO shall be entitled to grant its members a sublicense that permits them to reproduce and reuse the documents and/or software (whether modified or not) in products and processes, as far as that this is done within the context of implementing a PNO specification/document. Such grant of license does not entitle members to transfer the rights to third parties or to sublicense such right. Exception: Members shall be entitled to grant a sublicense to third parties, only for the purpose of producing or developing products and/or processes on behalf of the member concerned.

3.4 Decisions in cases of doubt

In cases of doubt, the PNO Advisory Board shall determine whether the use of a potentially relevant intellectual property right is absolutely dispensable for the purpose of implementing a PNO specification/document.

This document, which is titled "Intellectual Property Rights (IPR) Policy of PROFIBUS Nutzerorganisation e.V. (PNO)", was issued by the Advisory Board of PROFIBUS Nutzerorganisation e.V., Karlsruhe, Federal Republic of Germany, on March 2, 2007 and was ratified at the General Assembly Meeting, on April 16, 2007.

Annex

Form for registering an intellectual property right:

(Please attach a copy of the intellectual property right)

Proprietor of the right:	
Official reference number:	
Internal reference number:	
Title:	
Relevant intellectual property right claims:	
PNO specification/document concerned:	
Relevant sections of PNO specification/document:	
Granting of license:	<input type="checkbox"/> Free license to be granted in accordance with PNO IPR Policy (normal scenario) <input type="checkbox"/> Request for license to be issued in accordance with RAND conditions (exceptional/special case) (justification to be provided on additional sheet) <input type="checkbox"/> Do not wish to grant a license (exceptional/special case) (justification to be provided on additional sheet)
Comments:	
Contact: (Name, phone, e-mail)	
..... Place, Date Name in block letters Signature